

A G. Contract No. KR01 0279TRN
ADOT ECS File: JPA 01-32
Project: G8994 03P
Section: Sedona Public Transit
Shuttle Feasibility Study

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA, ARIZONA

THIS AGREEMENT is entered into 17 MAY, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY of SEDONA acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City and the State, in cooperation with Coconino and Yavapai Counties and the US Forest Service, desire to participate in selecting and hiring a consultant to conduct a Sedona Area Public Transit Shuttle Feasibility study, at an estimated cost of \$100,000.00, hereinafter referred to as the Project. The State has agreed to contribute \$70,000.00 to the effort, and the parties agree that the City will be the lead agency for the project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 24621
Filed with the Secretary of State
Date Filed: 5/17/01
Gregory Boyles
Secretary of State
By: amartin

II. SCOPE OF WORK

1. The City will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transit planning consultant to accomplish the Project. Be the lead agency for the Project.

b. Provide the State timely copies of Project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all Project costs over and above the State share of \$70,000.00, and for any consultant claims for extra compensation due to delays or whatever reason attributable to the City.

d. No more often than monthly, invoice the State, on an actual cost basis, with no profit or fee, in a total amount not to exceed \$70,000.00, for the State's share of the project.

2. The State will:

a. Using State approved procurement procedures, participate with the City in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the City or the consultant as appropriate. Review and approve the final report prior to the final payment to the consultant.

c. Contribute a maximum of \$70,000.00 to the Project. Be responsible for any consultant claims for extra compensation due to delays or whatever reason attributable to the State.

d. Reimburse the City within 30 days after receipt of invoices, in a total amount not to exceed \$70,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements, provided, however, that this agreement may be canceled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sedona
City Manager
102 Roadrunner Drive
Sedona, AZ 86336

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

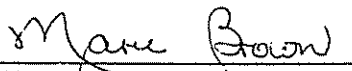
CITY OF SEDONA, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
ALAN EVERETT
Mayor

By 
MARY LYNN TISCHER, Director
Transportation Planning

ATTEST

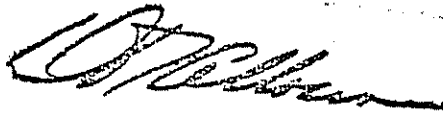
By 
MARIE BROWN
City Clerk

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RESOLUTION

BE IT RESOLVED on this 22nd day of February 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for conducting a transit feasibility study.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

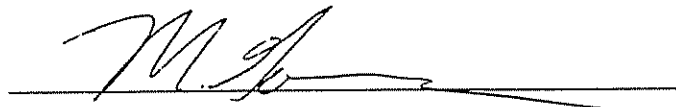
A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE SEDPMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 10 day of April, 2001.

A handwritten signature in dark ink, appearing to be 'M. A.', is written over a horizontal line.

City Attorney

RESOLUTION NO. 2001- 18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION PROVIDING FOR PARTICIPATION IN CONDUCTING A TRANSIT FEASIBILITY STUDY; AND PROVIDING FOR AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS:

The City and the State, in cooperation with Coconino and Yavapai Counties and the US Forest Service, desire to participate in selecting and hiring a consultant to conduct a Sedona Area Public Transit Shuttle Feasibility Study; and

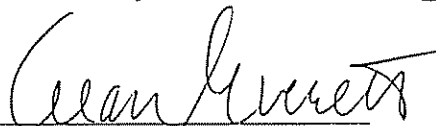
The City of Sedona pursuant to Arizona Revised Statutes 48-572 and the State of Arizona pursuant to Arizona Revised Statute 28-401; 11-951 et seq. agree to enter into this Intergovernmental Agreement setting forth the respective rights and obligations of the parties concerning this proposed study;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:


The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the State of Arizona, Department of Transportation for conducting a Public Transit Shuttle Feasibility Study.

— Alan Everett, Mayor, is authorized to execute said agreement on behalf of the City of Sedona, Arizona

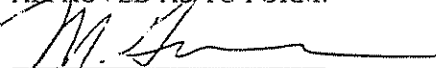
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 10 day of April, 2001


David Alan Everett, Mayor

ATTEST:


Marie Brown, City Clerk

APPROVED AS TO FORM:


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
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Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025
FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0279TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 10, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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